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South Glens Falls Central School
District And South Glens Falls Faculty
Assn

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MEMORANDUM OF AGREEMENT

By and Between

THE SUPERINTENDENT OF THE
SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT

And The

SOUTH GLENS FALLS FACULTY ASSOCIATION

for the duration of

July 1, 2000 – June 30, 2003

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

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CIVIL SERVICE LAW – SECTION 204-A

**AGREEMENT BETWEEN PUBLIC EMPLOYERS
AND EMPLOYEE ORGANIZATIONS**

This agreement is made and entered into on this 1st day of July, 2000, by and between the Superintendent of the South Glens Falls Central School District (hereinafter referred to as the "Superintendent") and the South Glens Falls Faculty Association (hereinafter referred to as the "Association"). This agreement is negotiated pursuant to Article 14 of the Civil Service Law of the State of New York.

ARTICLE I

PROCEDURES

Section 1 - Philosophy

The School District, its Superintendent and the Association have the same objective -- to provide the best education for the children of the School District. Relationships must, therefore, be established which are based upon this goal and the concept of education as both a public trust and a professional calling. The School District and the Association recognize that the interests of public education will be best served by establishing procedures to provide an orderly method for the negotiation of matters of common concern and to reach mutually satisfactory agreements on these matters.

Section 2 - Recognition

The District recognizes the Association as the exclusive representative of the appointed professional staff of the District, but excluding the Superintendent, Assistant Superintendent, School Business Administrator, Principals, and Assistant Principals for the purpose of negotiating terms and conditions of employment. The term "teacher" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the bargaining or negotiating unit as above defined and references to male teachers shall include female teachers.

Section 3 - Principles

A. Attaining Objectives

The attainment of objectives of the educational program of the District is best accomplished through a joint effort requiring mutual understanding and cooperation among the Board, the Superintendent and his staff, the professional teaching staff and the non-instructional staff. To this end, free and open exchange of views in a spirit of good faith is desirable and necessary, with all parties participating in deliberations leading to the determination of matters of mutual concern.

B. Professional Teaching Personnel

It is recognized that members of the professional staff require specialized qualifications and that the success of the educational program in the district depends upon the maximum utilization of the abilities of professional personnel who are satisfied with the conditions under which their services are rendered.

C. Right to Join or Not to Join

It is further recognized that professional teaching personnel have the right to join, or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

Section 4 - Procedures for Conducting Negotiations

A. Negotiating Teams

The District Representatives will meet with representatives designated by the Association for the purpose of negotiation and reaching mutually satisfactory agreements. Neither party in any negotiations shall have any control over the selection of the representatives of the other party, and each party may select its representatives from within or outside the District. The parties mutually pledge that their representatives shall have the necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

B. Meetings

Upon a request of either party for a meeting to open negotiations, and in no case later than February 1 of the year in which the stipulated duration of this Agreement expires, a mutually acceptable meeting date shall be set not more than ten (10) days following such request or date. All issues proposed for discussion shall be submitted in writing by the Association and the Superintendent or his delegated representative(s) at the first meeting. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed by the parties.

C. Negotiation Procedures

Designated representative(s) of the District shall meet at mutually agreed upon places and times with representatives of the Association for the purpose of effecting to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meetings described in Paragraph B, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached.

D. Exchange of Information

Both parties shall furnish each other, upon reasonable request, all available information pertinent to the issue(s) under consideration without cost.

E. Committee Reports

During the period of negotiations, and (a) prior to reaching an agreement to be submitted to the Board of Education and the Association or (b) prior to the public recommendations made by a factfinder under Section 209-3-b of the Civil Service Law (whichever shall first occur), the proceedings of the negotiations shall not be released for public information nor shall information relevant to these proceedings be discussed beyond the Board of Education or the Association or committees within necessary for the negotiating teams to seek further direction or guidance unless notification of intent is given by either party to the other that public notice of the proceedings will be made.

Both parties recognize it is necessary and desirable to keep the groups they represent informed of the proceedings. It is not intended that this Agreement restrict such efforts, but it is

understood that when the respective bodies or committees are informed, it is to be on a confidential basis.

F. Resolving Differences

If, during the course of negotiations, agreement cannot be reached, either party may request that the Public Employment Relations Board assist the Board of Education and the Association in the resolution of their differences in accordance with the provisions of Section 209, Article 14, Civil Service Law.

G. Maintenance of Standards

The current contract will remain in full force and effect until agreement is reached on a new contract by both parties. No changes in terms and conditions of employment will be initiated without notice and negotiation with the Association.

ARTICLE II

GRIEVANCE PROCEDURE

Section 1 - Declaration of Purpose

WHEREAS, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the schools, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the courts.

Section 2 - Definitions

- A. For the purpose of the administration of this grievance procedure, a grievance shall be defined in one of two ways. Where binding arbitration may be used as the final stage in the grievance procedure, a grievance is defined as a claim by any teacher or group of teachers in the negotiating unit of a violation of this Agreement. Where advisory arbitration may be used as the final stage in the grievance procedure, a grievance is defined as a claim by any teacher or group of teachers in the negotiating unit based upon any event or condition affecting their terms and conditions of employment.
- B. The term Supervisor shall mean the immediate superior, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
- C. The Superintendent is the Principal of the District.
- D. Association shall mean South Glens Falls Faculty Association.
- E. Aggrieved Party shall mean any person or group of persons in the negotiating unit or the Association filing a grievance.
- F. Party-in-Interest shall mean the Grievance Committee of the Association and any party named in a grievance who is not the aggrieved party.
- G. Hearing Officer shall mean any individual or board charged with the duty of rendering decisions at any stage on grievances hereunder.

Section 3 - Procedures

- A. All grievances shall include the name and position of the aggrieved party, the identity of the provision of law, this Agreement, policies, etc., involved in the said grievance, the time when and

the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

- B. Except for informal decisions at Stage 1a, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
- C. If a grievance affects a group of teachers and appears to be associated with system-wide policies, it may be submitted by the Association directly at Stage 2 described below.
- D. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment or immediately following the last formal instruction period of a school day. All reasonable effort will be made to avoid interruption of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
- E. The Board of Education and the Association agree to facilitate any investigation which may be required and to make available any and all material and relevant documents, communications and records concerning the alleged grievance.
- F. Except as otherwise provided in Section 5 - Stages, Stage 1 - Supervisor, an aggrieved party and any party in interest shall have the right at all stages of a grievance to confront and cross-examine all witnesses called against him, to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.
- G. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board of Education or by any member of the administration against the aggrieved party, any party in interest, any representative, any member of the grievance committee or any other participant in the grievance procedure or any other person by reason of such grievance or participation therein.
- H. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be jointly developed by the Board of Education and the Association. The Chief Executive Officer shall have them printed and distributed with an adequate supply to the Association so as to facilitate operation of the grievance procedure.
- I. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.
- J. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said

adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

- K. If any provision of this grievance procedure or any application thereof to any teacher or group of teachers in the negotiating unit shall be finally determined by any court to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications will continue in full force and effect.
- L. The Superintendent shall be responsible for accumulating and maintaining an Official Grievance Record which shall consist of the written grievance, all exhibits, transcripts, communications, minutes and/or notes of testimony, as the case may be, written arguments and briefs considered at all levels other than Stage 1A and all written decisions at all stages. Official minutes will be kept at joint expense of all proceedings in Stages 2, 3 and 4. A copy of such minutes will be made available to the aggrieved party within five (5) school days. The Grievance Committee, within five (5) school days of receipt of the minutes of hearings at Stages 2, 3 and 4, shall advise the appropriate hearing officer of any error in said minutes. Any such claim or error in the minutes shall become a part of the Official Grievance Record and the hearing officer shall indicate the determination made respecting such claimed error. The Official Grievance Record shall be available for inspection and/or copying by the Aggrieved Party, the Grievance Committee, and the Board, but shall not be deemed a public record.
- M. The existence of the procedure hereby established shall not be deemed to require any teacher to pursue the remedies here provided and shall not, in any manner, impair or limit the right of any teacher to pursue any other remedies available in any other form.

Section 4 - Time Limits

- A. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.
- B. No written grievance will be entertained as described below, and such grievance will be deemed waived, unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or might reasonably be expected, through the normal course of school operations, to have known of the act or conditions on which the grievance is based.
- C. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
- D. It is the intent of this procedure that a written decision be rendered at each stage other than Stage 1.a within the time limit specified. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his representatives, and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure.

within the time which would have been allotted had the decision been communicated by the final day.

- E. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced pro rata so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is possible.

Section 5 - Stages

A. Stage 1 - Supervisor

1. A teacher having a grievance will discuss it with his supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor will confer with all parties in interest but, in arriving at this decision, will not consider any material or statements offered by or on behalf of any such party in interest with whom consultation has been had without the aggrieved party or his representative present. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.
2. If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor within five (5) school days. Within five (5) school days after the written grievance is presented to him, the supervisor shall render a decision thereon, in writing, and present it to the teacher and/or his representative.

B. Stage 2 - Chief Executive Officer

1. If the teacher initiating the grievance is not satisfied with the written decision at the conclusion of Stage 1 and wishes to proceed further under this grievance procedure, the teacher shall, within five (5) school days, present the grievance to the Association's Grievance Committee for its consideration.
2. If the Grievance Committee determines that the teacher has a meritorious grievance, then it will file a written appeal of the decision at Stage 1 with the Chief Executive Officer within ten (10) school days after the teacher has received such written decision. Copies of the written decision at Stage 1 shall be submitted with the appeal.
3. Within five (5) school days after receipt of the appeal, the Chief Executive Officer, or his duly authorized representative, shall hold a hearing with the teacher and the Grievance Committee or its representatives and all other parties in interest.
4. The Chief Executive Officer shall render a written decision to the teacher, the Grievance Committee and its representatives within five (5) school days after the conclusion of the hearing.

C. Stage 3 - Board of Education

1. The provisions of Stage 3 are applicable only to grievances involving an alleged violation of this Agreement. In such cases, if the teacher and the Association are not satisfied with the decision at Stage 2, the Grievance Committee will file an appeal in writing with the Board of Education within five (5) school days after receiving the decision at Stage 2. The official grievance record maintained by the Chief Executive Officer shall be available for the use of the Board of Education.
2. Within ten (10) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
3. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a written decision on the grievance.

D. Stage 4 - Arbitration

1. If the teacher and/or Association are not satisfied with the decision at Stage 3 on grievances subject to the provisions of that Stage, or with a decision at Stage 2 on other type grievances, and if the Association determines that the grievance is meritorious and that appealing it further is in the best interests of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within ten (10) school days of the decision.
2. Upon such demand for arbitration, a request for the appointment of an arbitrator will be made to the American Arbitration Association by either party. The parties will then be bound by the rules and procedures of the American Arbitration Association, subject, however, to the conditions set forth in subsequent provisions of this article.
3. The selected arbitrator will hear the matter promptly and will issue his decision or recommendations not later than fourteen (14) calendar days from the date of the close of the hearing; or, if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The arbitrator's decision or recommendation will be in writing and will set forth his findings of fact, reasoning and conclusions on the issues.
4. The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement.
5. Where the grievance involves an alleged violation of this Agreement, the decision of the arbitrator shall be final and binding upon all parties. In all other cases, the decision and recommendation of the arbitrator will be advisory. If the Association is not satisfied with such advisory decision or recommendation, it may file with the Board of Education within five (5) school days after receipt of the arbitrator's advisory decision a written request for a hearing. In the absence of such a request, the Board will render a final decision within ten (10) days after receipt of the arbitrator's advisory recommendation.

6. If the Association requests a hearing on the advisory recommendation as above provided, within ten (10) days after receipt of such request, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
7. Within five (5) school days after the conclusion of the hearing, the Board of Education shall render a final written decision on the grievance.
8. The costs for the services of the arbitrator, including his expenses, if any, will be borne equally by the District and the Association, or the individual grievant if the grievance is not accepted by the Association.

ARTICLE III

TEACHING ASSIGNMENT

Section 1 - Employment of Certified Personnel

- A. To the fullest extent possible, teaching positions shall be filled by qualified personnel who hold provisional or permanent teaching certificates in the field in which they are employed. Those teachers holding provisional teaching certificates will be expected to progress toward eligibility for a permanent certificate at a rate which will ensure their continued certification following the expiration date of their provisional certificate.
- B. If the District is unable to employ qualified personnel who hold valid teaching certificates, the Association president will be notified of these circumstances at the time such determination is made.
- C. Where special circumstances result in the employment of a non-certified teacher, such person shall complete work for certification at a rate not less than six (6) semester hours per year thereafter.
- D. Teacher aides will be assigned to the classroom only with the consent of the classroom teacher(s) involved. While in the classroom, a teacher aide will be under the supervision of the classroom teacher. A teacher aide will not be assigned to fill a classroom teaching position requiring New York State certification when a certified teacher is available. As classroom aides are appointed, the District will notify the President of the Association of such appointment and of the teacher(s) to whom assignment has been made.
- E. A newly-hired teacher who has not previously taught in this District may be required to work for up to ten (10) days, each of six-hour duration, prior to the opening of school in September.

A permanently certified, tenured teacher(s) will be employed as mentor(s) to the newly-hired teacher on a voluntary basis for a period of not more than seven (7) days.

Notification of the need for a mentor teacher(s) will be posted as soon as possible after employment of new teachers.

Section 2 - Notification of and Change in Assignment

- A. On and after May 1, teachers may examine the tentative master schedule being developed by each Building Principal to determine their possible teaching assignment for the following school year. Such schedule may undergo subsequent revision as a result of such factors as pupil enrollment changes, course scheduling conflicts, resignations and similar circumstances.

- B. Teachers will be notified of their programs for the coming school year, including the school or schools to which they will be assigned and the grade or grades and/or subject or subjects that they will teach, at the time annual salary statements are issued or no later than June 10.
- C. In the event of a change in circumstances or conditions during the period subsequent to notification of assignment (resignation, death, promotion, leave of absence, enrollment variation, etc.) such assignment may be changed as required to meet the situation after consultation with the teacher or teachers involved, provided the change is effected for the purpose of improving or strengthening the instructional program of the department and/or school. In such case, the teacher or teachers involved shall be consulted at the earliest possible time, before the change is consummated.
- D. The Superintendent (or his administrative designee) will attempt to contact the teacher or teachers involved by telephone and by registered letter to their most recent address. The President of the South Glens Falls Faculty Association shall be informed of the proposed change in assignment and the efforts to locate if such efforts are unsuccessful.

ARTICLE IV

SABBATICAL LEAVE

Section 1 - Purpose

- A. To improve the educational program of the School District.
- B. To improve the quality of the teacher's service in the future by enriching his knowledge in his present field.

Section 2 - Eligibility

- A. The teacher shall have rendered seven (7) consecutive years of full-time employment in the South Glens Falls Central School immediately preceding the sabbatical year. Military leave or approved leave of absence for academic study shall not be deemed a break in the continuity of service.
- B. Sabbatical leaves shall not be granted in the period within three (3) years of anticipated retirement date.
- C. The sabbatical leaves may be granted for an approved program of study, travel or combination of study and travel.
- D. A committee consisting of the Superintendent and Association representative(s) will be established to develop additional criteria to serve as guidelines in the screening and evaluation of applications for sabbatical leaves.
- E. Applications for sabbatical leaves will be initially studied by a committee consisting of members of the negotiating unit. Committee members will be appointed by the Superintendent and Association President. The committee will submit recommendations on sabbatical leave applications to the Superintendent within thirty (30) days after the March 1 deadline for filing applications.
- F. Following receipt of the committee recommendation, the Superintendent will promptly forward both his and the committee's recommendations on sabbatical leave applications to the Board of Education for action at the next regularly scheduled Board meeting, provided the committee's recommendation is received five (5) days prior to said meeting.
- G. Final determination of sabbatical leave applications will be subject to Board of Education action.
- H. The Board of Education will indicate disposition of action on the application to the candidate and to the sabbatical leave committee within forty-eight (48) hours of such action.

Section 3 - Distribution of Sabbatical Leave

- A. Such leaves may be granted for one (1) or two (2) semester(s) each and for periods not exceeding in the aggregate a total of four (4) semesters in any one year. While it is recognized that to the extent possible they should be allocated equally between the secondary and elementary areas, if no applications are approved from one area, any or all such leaves allowable may be granted from the other area.
- B. The sabbatical leaves shall be for one (1) or two (2) semester(s) during the school year.
- C. Summer study or summer travel does not apply.

Section 4 - Considerations for Sabbatical Leave Applications

- A. An application addressed to the Superintendent shall contain a written statement of purposes or objectives to commencement of leave.
- B. Applications must be filed by March 1.
- C. Availability of competent substitutes.
- D. Availability of sabbaticals.
- E. The teacher on sabbatical leave for study must carry a regular program or its equivalent. A regular program will be interpreted as fifteen (15) credit hours per semester or whatever the normal full-time graduate program is interpreted to be at the particular institution involved.
- F. If leave is for travel, the applicant must present an itinerary showing the countries or places to be visited together with a statement of the manner in which such proposed travel will benefit the schools and pupils of the District.
- G. If the leave is for study and travel, the applicant must present a program of courses and an itinerary of travel.
- H. The committee established in accordance with Section 2-E above shall have the prerogative of requesting such other information or substantiating data as it may deem necessary in the evaluation and examination of applications for sabbatical leave.

Section 5 - Compensation

- A. One year or one half at seventy-five percent (75%) compensation for length of leave.
- B. Sabbatical pay will be figured on an applicant's salary statement for the school year the applicant is on leave of absence. Salary statement includes salary commensurate with salary scale, extra pay for additional degrees and hours, and extra pay for those receiving compensation for military service.

- C. Salary shall be paid on the regular pay days of the teaching staff.
- D. The teacher on sabbatical leave shall:
 - 1. Have his/her service on leave count as active service for retirement, provided contributions to the system are made.
 - 2. Return to the same position at the same school at the beginning of the following semester unless a change is mutually agreeable.
 - 3. Receive any increment and/or adjustments in salary as if he had not been on leave.
 - 4. Have the option to receive group health insurance coverage.
 - 5. Be granted regular sick leave days accumulated during his/her leave.
- E. In the event that a serious accident or illness during a sabbatical leave prohibits a sabbatical holder from continuing in and completing the sabbatical program, such sabbatical leave shall be considered terminated and the teacher will be considered reinstated to the faculty, in which case time lost resulting from the accident or illness will be compensated at the teacher's regular rate of pay up to the accrued sick leave credited to the teacher.

Notification of accident or illness which will terminate the program of sabbatical leave granted for study or travel shall be given to the Superintendent by means of registered letter mailed within ten (10) days of such accident or illness. If requested, a physician's statement regarding the teacher's medical condition and inability to continue the sabbatical program will also be furnished subsequently to the Superintendent.

Section 6 - Agreements by Teacher

- A. The teacher shall serve South Glens Falls Central School for a two-year period succeeding the school term during which the sabbatical was taken.
- B. The teacher shall submit in writing a report of the use which is being made of the leave as requested by the Superintendent to assure that the leave is being used for the purpose it was granted. (Minimum - two such reports)
- C. If the Superintendent is convinced that the teacher is not using the sabbatical leave for which it was granted, he shall report this fact to the Board of Education. After giving the teacher an opportunity to be heard, the Board of Education may terminate the leave of absence as of the date of its abuse.
- D. The teacher, while on leave, shall receive the full sabbatical stipend regardless of compensation received from fellowships, assistantships, or other occupations. It is expected that any fellowship, assistantship, or other occupation that might provide compensation will not interfere with the original intent of the sabbatical leave.

- E. Changes in academic study must be filed with and approved by the Superintendent and/or Board of Education.
- F. Changes in travel plans must be filed with and approved by the Superintendent and/or Board of Education.
- G. The teacher shall submit a final report of work undertaken and activities engaged in during the sabbatical leave.

ARTICLE V

LEAVES

Section 1 - Personal Illness

- A. Thirteen (13) days of personal illness leave, with pay, will be granted to all full-time professional personnel. Part-time professional employees will be granted a prorated number of personal illness leave days based upon the same percentum as that used to determine their salary. Unused personal illness leave days may accumulate to three hundred (300) days with pay.
- B. Upon application to the Superintendent, any member of the negotiating unit who has exhausted his/her accumulated sick leave will be granted additional sick leave days in accordance with his/her years of experience as follows:

<u>Years of Local Experience</u>	<u>Additional Sick Leave Days</u>
0 - 5	20
6 - 10	30
11 - 15	40
16 - 20	50
21+	60

Additional sick leave days shall be granted with pay and without deduction from any other leave category and need not be repaid by the negotiating unit member.

Section 2 - Illness or Death in Family

- A. All full-time professional employees will be granted five (5) days leave, in any year, with pay for illness or death in the family. Part-time professional employees will be granted a prorated number of such days based upon the same percentum as that used to determine their salary. These five (5) days are granted in addition to personal illness days. At the close of each school year, all unused illness or death in the family days are accumulated as personal illness days to the maximum days indicated in Section 1-A.
- B. "Family" is defined as the spouse of the employee or one not further removed by blood than uncle or aunt of the employee or the employee's spouse. Where special or unusual circumstances regarding other family relationships exist, application for leave for illness or death in the family may be made to the Building Principal.
- C. It is recognized that special or unusual extenuating circumstances may arise which necessitate an absence of greater than five (5) days for a single occurrence of illness or death in the family and/or which require absences over the course of a school year which exceed a total of five (5) days. In such cases, request for such additional days may be made to the Building Principal. Such additional days, as approved, will be deducted from accumulated personal illness leave.

Section 3 - Religious Observance

Days for religious observance beyond the normal school holiday will be allowed with pay where the precepts of the employee's faith require that he not work on that day, or where it is not possible to attend appropriate religious services in observance of the day other than during school hours. Religious days used will not reduce any of the preceding or following leave allotments.

Section 4 - Personal Business

- A. Upon application, four (4) days with pay will be allowed for personal business which cannot be conducted on non-school days. Under normal conditions, such application should be made at least two (2) days prior to the intended date(s) of absence. Forms for making application for personal business leave will be available in each Principal's office. At the close of each school year, all unused personal business leave days are accumulative as personal illness days to the maximum indicated in Section 1-A.
- B. Personal business days used will not reduce any of the preceding or following leave allotments.
- C. Personal business leave shall be intended to meet the individual and personal needs of teachers in matters of business which cannot be accomplished on a day or at a time when school is not in session. It shall not be intended to provide individual teachers or groups of teachers with released time with pay from instructional assignments for the purpose of engaging in meetings, conferences, workshops or similar activities relating to or sponsored by the Association or Association affairs. A reason for the absence will be provided if requested when the personal business leave shall occur on a day immediately preceding or following a school vacation.
- D. Unless extenuating circumstances exist, personal business leave shall not be requested, used or granted for the purpose of extending a school holiday or recess period or for the purpose of accommodating travel related to plans for a school holiday or recess period.

Section 5 - Visitation Days

When approved by the Building Principal, visitation days will be granted with pay.

Section 6 - Conferences and Workshops

- A. If the School District requests that a teacher attend a conference or workshop, the School District shall pay or reimburse the teacher for actual and necessary expenses.
- B. Each school building shall be allocated a sum of money for conferences and workshops that teachers request to attend. This allocation shall be a minimum of two hundred-fifty dollars (\$250) times the number of full-time equivalent professional staff assigned to that building. A committee of staff members and the building administrator jointly selected by the Association and the building administrator will approve or deny the conference or workshop

and will allocate these funds for the purpose of conference or workshop attendance. The maximum allocation shall be the actual and necessary expenses not paid by any other group or individual. If a teacher requests to attend a conference or workshop, s/he must submit a completed conference request form to the building committee through his/her building principal a minimum of twenty (20) days prior to the conference, wherever possible. The school district shall pay or reimburse the teacher for actual and necessary expenses as approved by the committee.

Section 7 - Jury Duty

Teachers who are called to jury duty will not receive compensation beyond their normal rate of pay for the duration of said duty, as prescribed by law.

Section 8 - Child Care Leave

- A. A teacher shall be granted, upon written request to the Board of Education, a child care leave for a period of up to two (2) school years beyond the semester in which the leave commences. The leave will be granted to a teacher not sooner than eight (8) months prior to the arrival of the child (appropriate documentation to be provided to the Superintendent) and up to the first five (5) years after the birth, adoption or de facto custody of the child, for the purpose of caring for such child. Such request will be made, except in case of emergency, at least thirty (30) days prior to the commencement of such leave. The Board of Education is obligated to grant one (1) such leave per child.
- B. The teacher shall, at the time written request for this portion of the leave is made, stipulate the beginning and termination dates of the unpaid leave. The termination of such leave will coincide with the end of a semester.
- C. Upon return following the termination date of the leave of absence, the teacher will resume his/her employment in a position in the same building(s) to which he/she was assigned at the commencement of the leave, provided such position continues to exist. In the case of an elementary classroom teacher, he/she also will resume teaching at the same grade level as that which he/she taught when the leave commenced, unless there has been a reduction in the number of such grade level sections during his/her leave of absence and no further opening at that grade level therefore exists. In all other instances, employment will resume upon termination of the leave of absence at the same building(s) and general teaching assignment level (i.e., Junior High School Social Studies; Senior High School Business Education; Elementary School Art at specific elementary school or schools) to which the teacher was assigned when the leave of absence commenced.
- D. A teacher on unpaid leave of absence for the purpose of child care shall not be denied the opportunity to substitute in the School District by reason of the fact that such leave has been granted.

Section 9 - Military Duty

Up to thirty (30) days continuous for voluntary members of military or reserve forces with full salary.

Section 10 - Sabbatical Leave

See Article IV.

Section 11 - Association Business

Up to six (6) days, with pay, will be provided for Association business. Up to seventeen (17) additional days will be provided for Association business provided the Association reimburse the School District at the substitute teacher rate for these days.

Section 12 - Leaves of Absence Without Pay

- A. Leaves of absence without pay may be granted to teachers on tenure for the following purposes:

1. Study related to the teacher's license field.
2. Study to meet eligibility requirements for a license other than that held by the teacher.

- B. Leaves of absence without pay shall be granted to teachers on tenure for the following:

Acceptance of a government-sponsored or government-approved teaching position in a foreign country for one year. Any teacher granted such leave shall continue on step during his absence and be placed on the salary schedule at the level he would have achieved upon his return.

- C. Acceptance of up to a two-year assignment in any of the following. Any teacher granted such leave shall continue on step during his absence and be placed on the salary schedule at the level he would have achieved upon his return.

1. VISTA
2. Peace Corps
3. National Teachers Corps

- D. Medical Leaves of Absence

In the event that a teacher exhausts his/her personal illness leave, the teacher may apply to the Board of Education for an unpaid medical leave of absence. Except in case of emergency, such application shall be made at least thirty (30) days prior to the date on which the leave is sought to begin, and must be accompanied by medical proof from a physician demonstrating that the teacher is medically unable to perform the teacher's job duties. Such leave of absence shall be granted for a maximum of two (2) semesters beyond the semester in which the leave is taken. The termination of such leave of absence must coincide with the end of a school semester.

- E. Considerations for leaves of absences without pay shall be as follows:

1. An application addressed to the Superintendent shall contain a written statement of purposes or objectives prior to commencement of leave.
2. Application must be filed by March 1.
3. Availability of competent substitutes or replacement.
4. The teacher on such leave for study must carry a regular program or its equivalent.
5. The Superintendent shall be notified in writing of the faculty member's plan for returning to the School District by March 1 of the leave year.
6. During such leave of absence, the teacher will have the right to continue receiving benefits under the District's insurance policies; however, the premiums will be fully paid by the teacher.

Section 13 - Alternative Employment Leave

1. Upon notification to the District and the Association professional personnel with twelve (12) years or more of District service shall be granted an alternative leave of absence.
2. Up to two (2) individuals may be on said leave at any one time (except in No. 9 below).
3. Said leave will be for a period of one (1) year and shall be limited to not more than one (1) leave per teacher in any five (5) year period. Such leave must commence on July 1 and end on June 30.
4. Such notification will be made at least thirty (30) days and not more than ninety (90) days prior to the date on which the leave is to begin.
5. The first two (2) vacancies will be granted on a first come, first serve basis.
6. Subsequent vacancies will be posted by the District thirty (30) days prior to their availability and will also be granted on a first come, first serve basis. Anyone who wishes to be notified of a possible vacancy during the summer months must notify the Superintendent of this desire before leaving school for summer recess. The Superintendent will send to such person(s) notification to their summer address of an available vacancy.
7. A professional employee must reapply each time a vacancy occurs.
8. If more than one individual applies on the same day for a vacancy, then seniority will prevail.
9. The District may grant an extension to an individual on alternative leave but this will not count toward the total limit of two (2) at any one time.

10. During this unpaid leave, an individual shall have the right to continue receiving benefits under all District insurance policies. The premium(s), however, will be fully paid by the individual(s).
11. Upon return from said leave, the teacher shall have the right to return to the same position he/she held prior to the leave. Should such position be abolished during the term of the leave, the provisions of Article IX, Section 1 shall apply.

Section 14 - Other Leaves of Absence

As granted by the Board of Education with or without pay.

ARTICLE VI

PAYROLL OPTIONS

Section 1 - Payroll Deductions

- A. Professional employees may authorize the School District to deduct specified sums of money from their salaries for deposit in their accounts with the South Glens Falls Central School Federal Credit Union and for payment of dues for membership in the South Glens Falls Faculty Association. The Business Office will advise the Association Treasurer of withdrawals of authorization for membership dues deduction.
- B. Professional employees shall be granted the option of authorizing the School District to withhold designated sums of money per paycheck, on an annual election basis, from their salaries for the purpose of participating in a qualified tax-sheltered plan. Arrangements for such deductions are to be made between the employee and the Business Office.
- C. Professional employees are granted the option of authorizing the School District to make payment of salary in equal amounts for each pay period, or so allocated that the last payment in June will be five (5) times that paid in each of the prior pay periods, subject to any variations due to withholding in any pay periods for taxes, social security and any other authorized deductions. It is understood that the foregoing is subject also to any adjustment made necessary because of temporary inability to so make payment by the computer facility, if any, utilized by the District. In such case, salary payments shall be adjusted to conform to the option exercised by each teacher by the next pay period and in no case later than the second ensuing pay period.
- D. The District shall withhold from each employee's payroll check an amount for VOTE/COPE authorized in writing by an individual employee and transmit said amount to the Association. This deduction shall be continuous unless changed in writing by the individuals prior to the first payroll in October and/or February.
- E. The District shall withhold from each employee's payroll check an amount authorized in writing by an individual employee and transmit said amount to the NYSUT Benefit Trust. This deduction shall be continuous unless changed in writing by the individual prior to the first payroll in October and/or February.
- F. Agency Fee

The District shall deduct from the salary of employees in the bargaining unit who are not members of the Association the amount equivalent to the dues levied by the Association and shall transmit the sum so deducted to the South Glens Falls Faculty Association, in accordance with the Laws of the State of New York. The Association affirms that it has adopted such procedure for refund of agency shop fee deduction as required by the Laws of the State of New York. This provision for agency shop fee deduction shall continue in effect so long as the Association maintains such procedure.

Section 2- Direct Deposit

Professional employees may authorize the School District to direct deposit their paychecks into their accounts with the Evergreen Bank N.A. or the Glens Falls National Bank.

ARTICLE VII
REMUNERATION

Section 1 - Salaries

Members of the faculty shall be compensated for services rendered to the District for the school years 2000-2001, 2001-2002, 2002-2003 in accordance with the professional salary schedules affixed hereto and designated as Appendix A (1), (2), (3) and made a part hereof.

Section 2 - Graduate Study

- A. Members of the faculty shall be compensated for each hour of satisfactorily completed graduate study completed at an accredited institution after the attainment of a Bachelor's Degree at the rate above the column and appropriate step paid on the professional salary schedule affixed hereto and designated as Appendix A (1), (2), (3) and made a part hereof. Rate of compensation to be paid as follows:

\$43 per credit hour

Members of the faculty who have been receiving compensation for post-Bachelor's degree study at other than an accredited institution prior to June 30, 1973, or who will be eligible for such compensation as a result of course work successfully completed prior to June 30, 1973, will receive compensation at the agreed upon rate stipulated above for all such study as long as they do not resign from the School District. With the prior approval of the Superintendent, college undergraduate work satisfactorily completed after the attainment of a Bachelor's Degree will also qualify the holder for compensation at the same rate, provided such undergraduate work either is in his/her teaching field or bears a relationship to his/her field or general teaching responsibilities and provided it does not duplicate college course work already completed.

- B. Salary adjustments for the successful completion of postgraduate study described in Section 2.A. above will be made upon receipt at the School District administrative center of official transcripts from the institution or institutions from which credit was granted for such course work.
- C. Salary adjustments for the successful completion of postgraduate study, described in Section 2.A. above will be made during or before the first semester of the school year for all work completed prior to September 1 of that year provided official transcripts have been received by October 15 of that year. When transcripts are received after that date, salary adjustments will be made during the second semester, with the adjustment being such that full payment for the study will be computed from the beginning of the school year.
- D. Salary adjustments for postgraduate study described in Section 2.A. above and completed during the first semester of a school year will be made during the second semester of that year

provided official transcripts have been received by April 15 of that year. Such adjustments will be prorated at one-half the annual amount for hours per year.

- E. Where transcripts are received after April 15 of any school year, salary adjustments will not be effective until the following year except where acceptable evidence is presented showing the delay involved no fault of the teacher but rested solely with the issuing institution or the United States mail service and where the teacher requested such transcript at least sixty (60) days prior to April 15.
- F. Members of the faculty who have been receiving compensation for nongraduate, post-Bachelor's Degree study prior to June 30, 1971, or who will be eligible for such compensation as a result of such course work successfully completed prior to June 30, 1971, will continue to receive compensation at the agreed-upon rate stipulated in Section 2.A. as long as they do not resign from the School District.

Section 3- Graduate Degrees

Members of the faculty shall be paid at a rate above the column and appropriate step paid on the professional salary schedule affixed hereto and designated as Appendix A (1), (2), (3) and made a part hereof, for each additional Master's Degree, Sixty (60) Hour Specialist's Certificate, and/or Doctor's Degree. Compensation will be paid as follows:

\$850

Section 4 - Increments

Professional personnel will be placed according to credited years service and preparation throughout the salary schedule.

Section 5 - Military Service

Credit for active military service since the start of the Korean Conflict is granted at the rate of one hundred dollars (\$100) per year up to three hundred dollars (\$300).

Section 6 - Credit for Prior Experience

Initial placement on the salary schedule is determined by education and prior experience. Years of experience to be credited to an individual is determined by the Superintendent with the advice and consent of the Cabinet and approval of the Board of Education. Recent experience in a field similar to that to which the individual is to be appointed and in a school system similar to the South Glens Falls Central School System is granted year for year. Experience which is not recent or parallel to local experience is evaluated at a lesser rate.

Section 7 - Payment for Summer School Classes

Each teacher participating in a district-sponsored school program shall receive compensation at the rates below:

\$21.50 per hour

Section 8 - Payment for Curriculum Development

Each teacher participating in curriculum development, resulting from curriculum reviews as outlined in Article X, Section 10, during after or non-school hours shall receive an hourly compensation at the prevailing summer school rate.

Section 9 - Compensation for Special Assignments

These provisions shall be inoperative and not applicable while such special assignments are eliminated.

- A. Members of the negotiating unit shall be given first preference for future vacancies where they possess the necessary qualifications and shall be compensated for services rendered in performing special assignments in accordance with Appendices B(1), (2), (3) and D(1), (2), (3) for special assignments which are affixed hereto and made a part hereof.
- B. In filling vacancies in special assignment positions and in determining compensation for appointees, the following procedures will apply.
 - 1. When moving from a higher to a lower or equal paid position within the same assignment area, the assignee will advance to the next step.
 - 2. When moving from a lower to a higher paid position, within the same assignment area, the assignee will remain on the same step as the previous year.
 - 3. When moving from one assignment area to a new area, the assignee will be placed on step one.
 - 4. If an assignee is reemployed in the same specific assignment position in which he/she had previously served in the district, the person shall receive step credit, if applicable.
 - 5. All newly appointed staff shall start at step one unless B.1 through B.4 apply.
 - 6. The Superintendent shall cause to be posted in each building any special assignment that may be deemed to be vacant to allow those interested to apply for the position. Members of the negotiating unit shall be given first preference for such vacancies where they possess the necessary qualifications.
 - 7. When a new special assignment position not presently included in Appendices B or D is authorized and approved by the Board of Education, the Superintendent and a

representative of the Association designated by the Association President will establish the compensation for that position.

- C. Special assignments not covered by the foregoing are listed in Appendix C, which is affixed hereto and made a part hereof.

Section 10 - Extra Activities Fund

Each teacher entitled to compensation from the extra activities fund shall receive an hourly compensation at the prevailing summer school rate.

Section 11 - Payment for Summer Employment

Each teacher participating in the program outlined in Article III, Section 1.E, shall receive an hourly compensation at the prevailing summer school rate.

ARTICLE VIII

SCHOOL CALENDAR

Refer to Sidebar #1 Agreement.

Recommendations for the formulation of the annual area school calendar will be developed by a committee selected by the Superintendent and the Association President. These recommendations will be considered in subsequent area school calendar formulation. It is recognized that the development of a uniform area school calendar is vital to the integration and conduct of a variety of interschool programs in which the District is a participant.

The calendar will not require attendance of teachers in excess of one hundred eighty-five (185) days.

Effective, starting in the 1999-2000 school year the calendar will not require attendance of teachers in excess of one hundred eighty-six days, with the one additional day to be developed by the Association and Superintendent of Schools for the purpose of educational enhancement.

The calendar will not require attendance of teachers in excess of one hundred eighty-five (185) days.

The calendar will include two (2) workshop days which will be used for curriculum study or other inservice programs.

A copy of the school calendar will be attached to and made a part of this Agreement.

ARTICLE IX

TEACHER RIGHTS AND RESPONSIBILITIES

Section 1 - Seniority

In the event a reduction in staff is necessary due to a decrease in students, educational revisions, budgetary or financial considerations, the following procedure shall be applied:

- A. Layoff will be based on seniority (length of district service in the tenure area of the teacher).
- B. Inasmuch as possible, normal attrition will be used. That is, teachers who resign will not be replaced.
- C. Where normal attrition does not take care of the necessary staff reduction, the teacher having the least seniority within the tenure area of the position abolished shall be discontinued.
- D. A teacher who is thus laid off shall be placed upon a preferred eligible list of candidates for appointment to any vacancy within that tenure area without reduction in salary, increment or previously acquired seniority, and reappointment will be in the reverse of layoff.

Section 2 - Personnel Records

The teacher's personnel file shall be available for inspection at any time. Only college placement folders and references shall not be available to teachers due to the confidential nature of such material. No other material will be added to the file without the acknowledgment of the teacher involved. The teacher shall have the right to make a response to any material filed, and such a response shall become a permanent part of the teacher's folder. The teacher also shall have the right to make copies of any materials contained in his file free of cost except for that which is indicated as of a confidential nature.

Section 3 - Teacher Protection

- A. With respect to financial loss arising out of claims against teachers by reason of alleged negligence or other acts during the course of the performance of their school duties, the teacher shall be protected to the extent provided in Section 3023 of the Education Law, subject to the explicit provisions contained therein.
- B. Sufficient time will be provided to permit the correction of deficiencies before action is taken to terminate probationary appointment. Sixty (60) days notification will be provided prior to formal Board action to terminate probationary service.
- C. No written material to be used in making a decision regarding continued employment will be added to or placed in a teacher's personnel file unless a copy is provided for the teacher's review.

- D. No tenured member of the bargaining unit shall be disciplined, terminated, reduced in rank or compensation, or deprived of any professional advantage except for just cause, nor have adverse evaluations placed in his/her personnel file, except in accordance with the provisions of this contract. Just cause shall be interpreted as the inability of the teacher to perform his/her duties because of incompetence borne out by accepted evaluation procedures, insubordination, or immorality. A teacher shall have the right to representation at every stage of any formal disciplinary action.

ARTICLE X

WORKING CONDITIONS

Section 1 - Class Size and Class Load

It shall be the sincere intention of the Board to keep the number of students assigned to any teacher within the limits set forth below to permit an effective instructional situation. It is recognized that the availability of classrooms, teachers, established elementary school attendance boundaries and unanticipated enrollments may necessarily cause class size to exceed the numbers stated below:

A. Elementary

Kindergarten	24
Grades 1-3	26
Grades 4-6	27

B. Junior High School

Regular Classes	27
English	25

C. Senior High School

Regular Classes	27
English	25

- D. It is recognized that in certain specialized instructional fields (i.e., Industrial Arts, Homemaking, etc.) considerations of safety, equipment, facilities and related factors may necessarily require class size limitations lower than those stipulated above.

Section 2 - Instructional and Student Supervision Assignments (7-12)

- A. The regular instructional assignment for secondary school teachers (grades 7-12) will be twenty-five (25) instructional periods per week. If additional assignments bring the total to more than twenty-five (25) periods per week to a maximum of twenty-seven and one half (27 1/2) periods per week (school year average), there shall be no further student supervision assignment other than a daily homeroom assignment.

Student supervision assignments (study halls, auditorium supervision) shall be limited to one (1) period per week and a daily homeroom assignment. In extreme cases, there will be no more than two (2) student supervision assignments per week. Where the instructional assignment is less than twenty-five (25) periods per week, additional student supervision assignments may be made commensurate with the reduction in instructional assignment.

In the event of special extenuating circumstances, a teacher may agree to additional instructional periods following consultation with the Building Principal provided the following conditions apply:

1. There shall be no further student supervision assignment.
 2. There shall be no daily homeroom assignment.
 3. There shall be no assignment to bus loading, early morning supervision, detention supervision, or related duties.
 4. The duration of the assignment shall be for not more than one (1) school year.
 5. The total pupil load for the assignment shall not exceed one hundred twenty-five (125) students, except that in physical education classes such pupil load shall not exceed one hundred twenty-five (125) or at least one (1) of the instructional assignments will include a class of twenty (20) or fewer pupils.
 6. The assignment shall include no instruction out of the teacher's certification field.
- B. A building management team, consisting of a representative or the Department Chair* of each Department, a member of the Guidance Department and the Assistant Principal, will generate appropriate strategies (such as tutorials, extra-help labs, banana splits, and/or mentoring sessions) that enable teachers to work one-on-one or with small groups of students. The strategies will use two and one-half (2 1/2) periods per teacher per week (average) bringing each teacher's assignment to twenty-seven and one-half (27 1/2) periods per week. Each teacher, in collaboration with his/her department and building management team, will determine how s/he can best assist meeting the needs established by the building management team. This time is not to be used for staffing classes or for student supervision unless mutually agreed by all parties involved.

Section 3 - Class Preparations

Secondary school teachers will not be required to teach in more than two (2) certification fields, or, where possible, be required to make more than two (2) class preparations per day. Exception will be made for special class groupings in the Junior High special needs sections.

Section 4 - Consecutive Classes

To the fullest extent possible, secondary school teachers will not be scheduled for more than three (3) consecutive instructional periods in any one day nor, whenever possible, will elementary special area teachers (Art, Music, etc.) be scheduled for consecutive instructional time in any one day in excess of the equivalent of three (3) consecutive secondary instructional periods.

Section 5 - Teachers Acting as Substitutes

- A. Every effort will be made by the school district to obtain substitutes. To the extent possible, the assignment of teachers to cover classes during periods when they are not engaged in direct pupil instructional activities shall be kept to a minimum and done on a rotation basis.
- B. When a regular teacher's absence will necessitate the employment of a substitute teacher,

the regular teacher may offer suggestions regarding the selection of a substitute to the administrator charged with the responsibility and authority for substitute employment. The administrator will consider recommendations for selection when employing a substitute.

Section 6 - Elementary Working Conditions

- A. The instructional day shall be defined as a time when all students are scheduled to be present and will be equal in length to that which was established in September 1990.
- B. The elementary teacher's professional work day shall begin twenty (20) minutes before instruction and will include student departure and faculty meetings as is current practice.
- C. Kindergarten and first grade teachers shall have a forty (40) minute duty-free lunch. Second and third grade teachers shall have a thirty-five (35) minute duty-free lunch. All other elementary teachers shall have a thirty (30) minute duty-free lunch.
- D. The elementary classroom teachers will not be required to collect lunch money.
- E. Each elementary classroom teacher will have during the work week the equivalent of a minimum of one (1) one-half hour daily preparation period and a minimum total of two hundred twenty-five (225) minutes per week of preparation time. The preparation periods shall be free of instructional, administrative or supervisory duties. To the extent possible, such preparation periods shall be scheduled so as to occur each working day.
- F. Prior to the conclusion of each school year, the Association Building Representative(s) in each elementary school will work with the school's Building Principal in assigning teachers to a committee for the development of recommendations for schedules for preparation periods for the following school year. This will not preclude the Building Principal from soliciting advice from other members of the building faculty.
- G. For those teachers who have a two (2) hour block of instructional time without a break, the District will make available, upon request, in each elementary school building a portion of aide time to allow teachers a break for personal reasons.
- H. During the last week of elementary school in June, the District will continue the practice of allocating one unused snow/emergency day. In addition, the superintendent will use one-half (1/2) unused Superintendent's Conference Day during the last week, the use to be determined by each elementary school and approved by the superintendent.

Section 7 - On-the-Job Injuries

Teachers injured while performing assigned duties shall be paid the difference between their current salary and any Workers' Compensation for the duration of the absence for up to one (1) full school year without loss of accumulated sick leave time.

Section 8 - Teacher Transfer and Reassignment

A. Definitions of terminology as used in this Article:

1. Transfer refers to lateral movement from one job position to another, accompanied by a change in assignment with respect to building, tenure area or certification field; and with respect to elementary classroom teachers only, a change in more than three (3) grade levels including the present grade level.
2. Voluntary Transfer refers to a transfer sought by a teacher to fill a vacancy or new job position.
3. Involuntary Transfer refers to a transfer not requested by the teacher.

B. Voluntary Transfers

1. Teachers who desire a transfer may inquire at any time to ascertain the possibility of such a vacancy in the following year and may file a written statement of such desire with the Superintendent.
2. The following criteria shall be considered in effecting transfer of teachers:
 - a. Instructional requirements.
 - b. Individual qualifications (including a teacher's area of competence, major and/or minor fields of study, certification and quality of teacher performance).
 - c. Staff availability.
 - d. Length of service in the South Glens Falls Central School District, preference where the foregoing factors are substantially equal being given to the transfer applicant with the greatest number of years of teaching experience in the District.
 - e. The convenience and wishes of the teacher applicant.
3. The Superintendent shall cause to be posted periodically in each building during the period from September 1 through June 1 those teaching vacancies existing for the following school year. Any teacher wishing to transfer to one of such vacancies should notify the Superintendent in writing within ten (10) days after posting, such notification to indicate the position desired.
4. Persons employed within the District shall be given first consideration for vacancies.

C. Involuntary Transfers

1. Involuntary transfers will be made only when necessary and in the best interest of the School District.

2. Teachers being involuntarily transferred shall be notified of positions available in their tenure area, if more than one exists. Such teachers may request the positions in order of preference to which they desire to be transferred, and such preference will be one of the factors considered in making the transfer.
3. When involuntary transfers are necessary, a teacher's area of competence, major and/or minor fields of study, certification, quality of teaching performance and length of service in the South Glens Falls Central School District will be considered, together with instructional requirements and staff availability, in determining which teacher is transferred.
4. Any involuntary transfer will be made only after a meeting between the teacher and the Superintendent or Assistant Superintendent at which time the teacher will be notified of the reason(s) for the proposed transfer. In the event that a teacher objects to the transfer at this time, the teacher and a representative of the Association may request a subsequent meeting to discuss the proposed transfer. If the teacher is unavailable for a meeting during the summer, the Superintendent will communicate by mail with the teacher and the Association regarding the nature of the involuntary transfer.

D. General

1. There shall be no transfers after the commencement of classes at the beginning of the school year for teaching during such school year except in unusual or extraordinary circumstances, and only then after mutual agreement between the teacher and the administration.
2. A tenured teacher who transfers to a different tenure area will be appointed to a probationary period in the new position consistent with the probationary period stipulated in New York State Education Law. Where satisfactory service is rendered in the new tenure area, tenure will be granted at the expiration of the minimum period permitted by applicable statutory law but not less than three (3) years.

Section 9 - Building Assignments

Teachers who are assigned to more than one (1) building in the District and teach at least five (5) classes per day shall not be assigned any of the following responsibilities: homeroom, study hall, bus loading supervision, early morning supervision or detention study.

Section 10 - Curriculum Development

The growth of a sound educational program within the School District requires that curriculum review be given consideration. To this end, committees consisting of representatives from the administration and appropriate negotiating unit will be established to implement a program of curriculum review and develop recommendations for the implementation of changes deemed appropriate and feasible by them. Such recommendations will be reported to the Board Curriculum Committee for its review.

Section 11 - Typing Examinations

Typing of unit tests, end-of-marking-period examinations and semester examinations will be done for the teachers provided the material to be typed is submitted for that purpose not less than seven (7) school days prior to the date needed for use.

Similarly, final (three-hour) examinations will be typed for the teachers or duplicated if submitted for that purpose in accordance with dates determined and announced by the Principal of the school or building involved.

Section 12 - Individual Education Programs

- A. The preparation of individual education programs for pupils with handicapping conditions will be the responsibility of special education teachers engaged in instruction to such pupils, consistent with the provisions of Part 200 of the Regulations of the Commissioner of Education.
- B. Individual education plan development is part of the teaching duties of special education teachers.
- C. Where special circumstances require that a special education and/or regular classroom teacher must be released from regular teaching duties for individual education program preparation, a substitute teacher will be provided. Where the administration concludes that special circumstances require such preparation outside the normal workday, a mutually agreed on time and date shall be established by the teacher and administrator. The teacher shall be compensated at the hourly portion of the teacher's annual salary.
- D. When a teacher must appear at a formal proceeding conducted before an impartial hearing officer or before the Commissioner of Education with respect to a pupil's placement or individual education program, the District will provide a substitute teacher where such proceeding occurs on a regular school day. Where such proceeding occurs on a nonschool day (i.e., summer recess, school year recess period, etc.), the teacher shall receive 1/200 or hourly portion thereof of his/her annual salary for each such day.

Section 13 - Health Protection

The School District will comply with all applicable requirements of Local, State and Federal governments regarding the health and safety of bargaining unit members.

ARTICLE XI

PROBATIONARY AND TENURED TEACHER EVALUATION

Section 1 - Probationary Teacher Evaluations

A. Instruction Evaluation

1. The purpose for conducting these probationary teacher evaluations are:
 - a. To improve instruction.
 - b. To assist the teacher in attaining effective instruction.
 - c. To provide the teacher with information regarding the effectiveness of his classroom performance.
 - d. To provide constructive follow-up measures and/or recommendations for improvement of instruction, if necessary.
 - e. To permit the teacher to have an assessment of his progress toward the remediation of instructional deficiencies, where such are identified.
2. The procedures for conducting these probationary teacher evaluations are as follows:
 - a. Probationary teachers will be formally observed and a written evaluation made at least once a semester by both the Building Principal and/or his administrative designee and the Department Chairperson*. Observations may be jointly conducted by the Building Principal or his administrative designee and the Department Chairperson*, where such is deemed advisable or requested by the probationary teacher.
 1. * These provisions referring to Department Chairpersons shall be inoperative and not applicable while such special assignments are eliminated.
 - b. These formal observations will be for one (1) academic period at the secondary level or for the period of an instructional lesson at the elementary level. Additional, shorter, formal observations may be conducted as necessary.
 - c. A conference between the teacher and the evaluator will be held as soon as possible, but no later than two (2) school days following a formal classroom observation; within one (1) day of such conference, and preferably immediately following the observation, the teacher will be provided with a copy of the teacher observation form completed by the evaluator.

- d. A written evaluation report of the observation will be prepared by the evaluator and one (1) copy provided to the teacher within two (2) school days after such conference; such report shall include any relevant information resulting from the post-observation conference between teacher and evaluator.
- e. The teacher will have the right to submit a written response to the evaluation report.
- f. One (1) copy of the observation form and one (1) copy of the evaluation report, signed by teacher and evaluator, and the teacher's response, if any, will be placed in the teacher's personnel file at the administrative center.
- g. The Superintendent will be informed of all unsatisfactory evaluations.
- h. A teacher may request up to three (3) further formal observations per year; these additional observations will be made by the administrator or Department Chairperson* to whom the request is made.
 - 1. * These provisions referring to Department Chairpersons shall be inoperative and not applicable while such special assignments are eliminated.
- i. Copies of the teacher observation form, evaluation report and observation guidelines to be used in these procedures are attached as Appendix E.

B. Summary Evaluation

Once each year, the Building Principal shall conduct a conference with each probationary teacher under his supervision, the purpose of which shall be to provide a general summary evaluation of the teacher's overall performance within the District's educational program. Upon request by the teacher, the Principal will prepare and provide the teacher with a copy of a written report of such evaluation, which will be subject to the conditions of A.2(e) and A.2(f) above.

Section 2 - Tenured Teacher Evaluations

Tenured teachers may be formally evaluated provided the contract evaluation procedures outlined in Section 1-A.2-b. through i. of this article are followed.

ARTICLE XII

RETIREMENT INCENTIVES

Refer to Sidebar #2 Agreement.

Each member of the bargaining unit shall be eligible for both part A and part B as described below:

A. Any member of the bargaining unit will qualify for the retirement incentive in A, if s/he meets the following criteria:

1. The bargaining unit member must be eligible for retirement in accordance with the established policies of the NYS Teachers Retirement System.
2. The bargaining unit member must notify the Board of Education, by letter, of his/her intent to retire at least three months prior to his/her actual date of retirement.
3. At the time of retirement, the bargaining unit member must have a minimum of 15 years of local service.

If these criteria are met, the bargaining unit member will be eligible for the following incentive, whichever shall apply:

1. The first year of retirement eligibility, the District will pay 100 percent of the health insurance premiums for life starting at the member's first year of Medicare eligibility.
 2. The second year of retirement eligibility, the District will pay 50 percent of the health insurance premiums not covered in part B.5., for life starting at the member's first year of Medicare eligibility.
 3. The third year of retirement eligibility, the District will pay 40 percent of the health insurance premiums not covered in part B.5., for life starting at the member's first year of Medicare eligibility.
 4. The fourth year of retirement eligibility, the District will pay 30 percent of the health insurance premiums not covered in part B.5., for life starting at the member's first year of Medicare eligibility.
 5. The fifth year of retirement eligibility, the District will pay 15 percent of the health insurance premiums not covered in part B.5., for life starting at the member's first year of Medicare eligibility.
- B. Each bargaining unit member will have his/her unused accrued sick leave at the time of retirement applied toward fully paid health insurance in accordance with the following provisions:

1. Each three-day block of unused accrued sick leave at the time of retirement shall qualify the retiree for one month of 95% paid health insurance (maximum entitlement: 120 months). For the purpose of this article only, an employee may accrue 360 sick days; however, such an accrual shall not alter the maximum number of accumulated personal illness leave days in Article V, Section 1, herein. Said entitlement will terminate when the bargaining unit member reaches his/her first year of Medicare eligibility.
2. This measure shall be equally applicable to individual, two-member and family health insurance coverage.
3. To qualify, the bargaining unit member must be eligible for retirement in accordance with the established policies of the NYS Teachers' Retirement System.
4. The surviving dependent(s) of a retiree shall be eligible to retain such benefit for the period of the retiree's entitlement, provided such person(s) was initially included in the two-member or family coverage.
5. Upon the expiration of the entitlement eligible period for fully-paid health insurance, the District will continue to pay 50 percent of the individual and 35 percent of the two-member and family health insurance premiums, and the retiree will be required to begin regular co-payment participation if s/he is to retain insurance coverage through the School District.
6. This measure will be applicable only to health insurance coverage and will not apply to dental insurance.

ARTICLE XIII

REIMBURSEMENT FOR OUT-OF-POCKET EXPENSES

A. Automobile - Conferences

Employees shall be reimbursed at the mileage rate established by the State of New York for all actual mileage from the employee's home to destination and return.

B. Automobile - On-the-Job Travel

Employees authorized to use their own automobiles for travel between schools shall be reimbursed at the rate established by the State of New York for actual mileage incurred.

C. Automobile - Toll Road Fees

Employees shall be reimbursed for expenditures made for all toll road charges incurred on authorized travel. Claims for reimbursement must be substantiated with an official toll road receipt.

D. Automobile - Group Travel

Employees shall be reimbursed on a proportionate share of the total cost basis for authorized travel.

E. Commercial Travel

Employees shall be reimbursed on an actual cost basis for authorized travel, substantiated by proper receipts.

ARTICLE XIV

HEALTH INSURANCE

Section 1 - Health Insurance Coverage

- A. For those staff members electing to participate in the Blue Cross Matrix I Health Insurance Program with Major Medical, effective July 1, 1997, the District will pay ninety-five percent (95%) of the premium cost of both individual and the dependent (family) membership.

Employee Contribution

Individual	5%
Two-Person	5%
Family	5%

- B. Staff members electing to participate in the school district's health insurance plan shall have the option of participating in qualified and applicable HMOs (Health Maintenance Organizations) that are available in the area in which the staff members reside. For those staff members electing to participate in the Blue Cross Matrix I Health Insurance Program with Major Medical the District will pay ninety-five (95%) percent of the premium cost of both individual and the dependent (family) membership. In no event shall the district payment exceed the contribution provided in Section 1, Part A above.

Employee Contribution

Individual	5%
Two-Person	5%
Family	5%

Change in employee contribution will be effective the first payroll after the contract is ratified.

- C. For those staff members electing to participate in the Blue Shield Dental Care Program, the District will offer membership in the eighty percent (80%) Payment plan with Riders A, B, C, and D and pay one hundred percent (100%) of the premium costs for individual membership and seventy-five percent (75%) of the premium costs for dependent (family) membership.
- D. A committee, consisting of interested parties appointed by the President of the Association and the Superintendent, has the right to recommend for affirmation through ratification either a change from Blue Cross Matrix I Health Insurance to another carrier or changes in the current insurance plan. Changes made will result in a cost savings to the district and will maintain comparable (but not necessarily exactly the same) coverage for the members of the bargaining unit.

- E. The Association agrees to reduce the district cost of health insurance through the use of buyouts. The district agrees to pay to each member who chooses the buyout (1/2) one-half the current annual premium of the family plan.

Section 2 - Surviving Dependents

Should a member of the bargaining unit die prior to retirement, the surviving dependent(s) will be eligible for paid up health insurance benefits of Article XII - Retirement Incentives B for the period of the member's entitlement, as if s/he had retired immediately prior to his/her death.

ARTICLE XV

COMMUNICATION POLICY

Section 1 - Board Agenda and Minutes

The Association President will be provided with one (1) copy of the minutes of official Board of Education meetings as soon as possible after their approval by the Board. A copy of the official agenda of the meetings and enclosures other than those prepared and submitted exclusively for the use and information of members of the Board will be given to the Association President prior to each meeting.

Section 2 - Manual of School District Policies

Effort will be made to revise the Manual of School District Policies.

ARTICLE XVI

DURATION

In witness hereof, the parties hereto, the Chief Executive Officer of the South Glens Falls Central School District and the President of the South Glens Falls Faculty Association, have hereto affixed their names:

By: James P. McLaughlin Date: 5-8-00
Superintendent, South Glens Falls Central School District

By: James R. Wilson Date: 5-8-00
President, South Glens Falls Faculty Association

Ratified by the South Glens Falls Faculty Association: 4/12/00
Date

Ratified by the South Glens Falls Central School District Board of Education: 4-19-00
Date

APPENDIX A(1)
PROFESSIONAL SALARY SCHEDULE – 2000-2001

SALARY PROJECTIONS 2000-2001									
PROFESSIONAL SALARY SCHEDULE - 2000-2001:									
	BACHELOR'S		BACHELOR'S +		MASTER'S		BACHELOR'S +		MASTER+
STEP	BA		30 CREDIT	BA+30	DEGREE	MA	60 CREDI	BA + 60	30 CREDITMA + 30
1	34540			35830		36680		37120	37970
2	35730			37020		37870		38310	39160
3	36812			38102		38952		39392	40242
4	37895			39185		40035		40475	41325
5	38977			40267		41117		41557	42407
6	40277			41567		42417		42857	43707
7	41576			42866		43716		44156	45006
8	42876			44166		45016		45456	46306
9	44175			45465		46315		46755	47605
10	45474			46764		47614		48054	48904
11	46773			48063		48913		49353	50203
12	48073			49363		50213		50653	51503
13	49372			50662		51512		51952	52802
14	50672			51962		52812		53252	54102
15	52512			53802		54652		55092	55942
16	54677			55967		56817		57257	58107
17	56842			58132		58982		59422	60272
18	59008			60298		61148		61588	62438
19	61173			62463		63313		63753	64603
20	63570			67048		68025		69982	70634

PROFESSIONAL SALARY SCHEDULE -		2001-2002				
STEP	BA	BA+30	DEGREE	MA	BA+60	MA+30
1	35301	36591		37441	37881	38731
2	36518	37808		38658	39098	39948
3	37624	38914		39764	40204	41054
4	38730	40020		40870	41310	42160
5	39837	41127		41977	42417	43267
6	41165	42455		43305	43745	44595
7	42493	43783		44633	45073	45923
8	43821	45111		45961	46401	47251
9	45149	46439		47289	47729	48579
10	46477	47767		48617	49057	49907
11	47805	49095		49945	50385	51235
12	49133	50423		51273	51713	52563
13	50461	51751		52601	53041	53891
14	51789	53079		53929	54369	55219
15	53670	54960		55810	56250	57100
16	55883	57173		58023	58463	59313
17	58096	59386		60236	60676	61526
18	60309	61599		62449	62889	63739
19	62522	63812		64662	65102	65952
20	65096	66386		69658	71662	72330

APPENDIX A(3)
PROFESSIONAL SALARY SCHEDULE - 2002-2003

SALARY PROJECTIONS 2002-2003					
STEP	BA	BA+30	MA	BA+60	MA+30
1	35941	37231	38081	38521	39371
2	37179	38469	39319	39759	40609
3	38306	39596	40446	40886	41736
4	39432	40722	41572	42012	42862
5	40559	41849	42699	43139	43989
6	41911	43201	44051	44491	45341
7	43263	44553	45403	45843	46693
8	44615	45905	46755	47195	48045
9	45967	47257	48107	48547	49397
10	47319	48609	49459	49899	50749
11	48671	49961	50811	51251	52101
12	50023	51313	52163	52603	53453
13	51375	52665	53515	53955	54805
14	52727	54017	54867	55307	56157
15	54643	55933	56783	57223	58073
16	56896	58186	59036	59476	60326
17	59148	60438	61288	61728	62578
18	61402	62692	63542	63982	64832
19	63655	64945	65795	66235	67085
20	66658	70305	71330	73382	74066

APPENDIX B(1)
COACHING ASSIGNMENTS 2000-2001

ASSIGNMENT									
	COACHING ASSIGNMENTS 2000-2001								
		1	2	3	4	5			
BASEBALL	VARSITY	2619	2882	3144	3406	3667			
	JV	1970	2168	2364	2561	2758			
	MODIFIED	1310	1440	1572	1702	1834			
BASKETBALL	BOYS VARSITY	3117	3429	3741	4052	4365			
	BOYS JV	2338	2571	2806	3040	3273			
	BOYS FRESHMAN	1873	2059	2247	2435	2621			
	GRADE 8	1559	1715	1871	2027	2182			
	GRADE 7	1559	1715	1871	2027	2182			
	GIRLS VARSITY	3117	3429	3741	4052	4365			
	GIRLS JV	2338	2571	2806	3040	3273			
	GIRLS MODIFIED (2)	1559	1715	1871	2027	2182			
BOWLING		1970	2168	2364	2561	2758			
CHEERLEADING	FALL, VARSITY, JV	1970	2168	2364	2561	2758			
	WINTER, VARSITY, JV	1970	2168	2364	2561	2758			
	FRESH/MODIFIED (2)	985	1083	1182	1280	1380			
CROSS COUNTRY	COACH	2619	2882	3144	3406	3667			
	ASSISTANT	2230	2453	2675	2899	3122			
FIELD HOCKEY	VARSITY	2619	2882	3144	3406	3667			
	JV	1970	2168	2364	2561	2758			
	MODIFIED	1310	1440	1572	1702	1834			
FOOTBALL	VARSITY	3117	3429	3741	4052	4365			
	V.ASSISTANT	2641	2905	3169	3433	3698			
	JV	2338	2571	2806	3040	3273			
	JV ASSISTANT	1981	2179	2377	2576	2773			
	FRESHMAN	1873	2059	2247	2435	2621			
	FRESH ASSISTANT	1591	1750	1909	2069	2228			
	RED & BLUE MODIFIED	1559	1715	1871	2027	2183			
		1970	2168	2364	2561	2758			
GOLF		1970	2168	2364	2561	2758			
ICE HOCKEY	VARSITY	3117	3429	3741	4052	4365			
SOCCER	VARSITY	2619	2882	3144	3406	3667			
	JV	1970	2168	2364	2561	2758			
	MODIFIED (2)	1310	1440	1572	1702	1834			
SOFTBALL	VARSITY	2619	2882	3144	3406	3667			
	JV	1970	2168	2364	2561	2758			
	MODIFIED	1310	1440	1572	1702	1834			
TENNIS		2619	2882	3144	3406	3667			
TRACK & FIELD	BOYS VARSITY	2619	2882	3144	3406	3667			
	ASSISTANT BOYS	2230	2453	2675	2899	3122			
	MODIFIED BOYS	1310	1440	1572	1702	1834			
	GIRLS VARSITY	2619	2882	3144	3406	3667			
	ASSISTANT GIRLS	2230	2453	2675	2899	3122			
	MODIFIED GIRLS	1310	1440	1572	1702	1834			
VOLLEYBALL	VARSITY	2638	2882	3144	3406	3667			
	JV	1970	2168	2364	2561	2758			
	MODIFIED	1310	1440	1572	1702	1834			
WRESTLING	VARSITY	3117	3397	3741	4052	4365			
	JV	2338	2571	2806	3040	3273			
	MODIFIED	1559	1715	1871	2027	2182			
COACH XLS.S2	LACROSSE	VARSITY	2619	2882	3144	3406			

APPENDIX B (2) COACHING ASSIGNMENTS 2001-2002

ASSIGNMENT									
		COACHING ASSIGNMENTS 2001-2002							
			1	2	3	4	5		
BASEBALL	VARSITY		2672	2939	3207	3474	3740		
	JV		2009	2211	2412	2612	2813		
	MODIFIED		1336	1469	1603	1736	1871		
BASKETBALL	BOYS VARSITY		3179	3498	3816	4134	4452		
	BOYS JV		2385	2623	2862	3100	3339		
	BOYS FRESHMAN		1910	2101	2292	2483	2674		
	GRADE 8		1590	1749	1908	2067	2225		
	GRADE 7		1590	1749	1908	2067	2225		
	GIRLS VARSITY		3179	3498	3816	4134	4452		
	GIRLS JV		2385	2623	2862	3100	3339		
	GIRLS MODIFIED (2)		1590	1749	1908	2067	2225		
BOWLING			2009	2211	2412	2612	2813		
CHEERLEADING	FALL, VARSITY, JV		2009	2211	2412	2612	2813		
	WINTER, VARSITY, JV		2009	2211	2412	2612	2813		
	FRESH/MODIFIED (2)		1005	1105	1206	1306	1408		
CROSS COUNTRY	COACH		2672	2939	3207	3474	3740		
	ASSISTANT		2274	2502	2729	2957	3185		
FIELD HOCKEY	VARSITY		2672	2939	3207	3474	3740		
	JV		2009	2211	2412	2612	2813		
	MODIFIED		1336	1469	1603	1736	1871		
FOOTBALL	VARSITY		3179	3498	3816	4134	4452		
	V.ASSISTANT		2694	2963	3233	3502	3771		
	JV		2385	2623	2862	3100	3339		
	JV ASSISTANT		2020	2222	2424	2627	2829		
	FRESHMAN		1910	2101	2292	2483	2674		
	FRESH ASSISTANT		1623	1785	1948	2110	2272		
	RED & BLUE MODIFIED		1590	1749	1908	2067	2226		
GOLF			2009	2211	2412	2612	2813		
ICE HOCKEY	VARSITY		3179	3498	3816	4134	4452		
SOCCER	VARSITY		2672	2939	3207	3474	3740		
	JV		2009	2211	2412	2612	2813		
	MODIFIED (2)		1336	1469	1603	1736	1871		
SOFTBALL	VARSITY		2672	2939	3207	3474	3740		
	JV		2009	2211	2412	2612	2813		
	MODIFIED		1336	1469	1603	1736	1871		
TENNIS			2672	2939	3207	3474	3740		
TRACK & FIELD	BOYS VARSITY		2672	2939	3207	3474	3740		
	ASSISTANT BOYS		2274	2502	2729	2957	3185		
	MODIFIED BOYS		1336	1469	1603	1736	1871		
	GIRLS VARSITY		2672	2939	3207	3474	3740		
	ASSISTANT GIRLS		2274	2502	2729	2957	3185		
	MODIFIED GIRLS		1336	1469	1603	1736	1871		
VOLLEYBALL	VARSITY		2690	2939	3207	3474	3740		
	JV		2009	2211	2412	2612	2813		
	MODIFIED		1336	1469	1603	1736	1871		
WRESTLING	VARSITY		3179	3465	3816	4134	4452		
	JV		2385	2623	2862	3100	3339		
	MODIFIED		1590	1749	1908	2067	2225		
LACROSSE	VARSITY		2672	2939	3207	3474	3740		

COACH.XLS,52

APPENDIX B(3) COACHING ASSIGNMENTS 2002-2003

ASSIGNMENT									
		COACHING ASSIGNMENTS 2002-2003							
		1	2	3	4	5			
BASEBALL	VARSITY	2725	2998	3271	3543	3815			
	JV	2049	2255	2460	2665	2870			
	MODIFIED	1363	1498	1635	1771	1908			
BASKETBALL	BOYS VARSITY	3243	3568	3893	4216	4541			
	BOYS JV	2432	2675	2919	3162	3405			
	BOYS FRESHMAN	1948	2143	2338	2533	2727			
	GRADE 8	1622	1784	1946	2109	2270			
	GRADE 7	1622	1784	1946	2109	2270			
	GIRLS VARSITY	3243	3568	3893	4216	4541			
	GIRLS JV	2432	2675	2919	3162	3405			
	GIRLS MODIFIED (2)	1622	1784	1946	2109	2270			
BOWLING		2049	2255	2460	2665	2870			
CHEERLEADING	FALL, VARSITY, JV	2049	2255	2460	2665	2870			
	WINTER, VARSITY, JV	2049	2255	2460	2665	2870			
	FRESH/MODIFIED (2)	1025	1127	1230	1332	1436			
CROSS COUNTRY	COACH	2725	2998	3271	3543	3815			
	ASSISTANT	2320	2552	2784	3016	3248			
FIELD HOCKEY	VARSITY	2725	2998	3271	3543	3815			
	JV	2049	2255	2460	2665	2870			
	MODIFIED	1363	1498	1635	1771	1908			
FOOTBALL	VARSITY	3243	3568	3893	4216	4541			
	V. ASSISTANT	2747	3022	3297	3572	3847			
	JV	2432	2675	2919	3162	3405			
	JV ASSISTANT	2061	2267	2473	2680	2885			
	FRESHMAN	1948	2143	2338	2533	2727			
	FRESH ASSISTANT	1655	1821	1987	2152	2318			
	RED & BLUE MODIFIED	1622	1784	1946	2109	2271			
GOLF		2049	2255	2460	2665	2870			
ICE HOCKEY	VARSITY	3243	3568	3893	4216	4541			
SOCCER	VARSITY	2725	2998	3271	3543	3815			
	JV	2049	2255	2460	2665	2870			
	MODIFIED (2)	1363	1498	1635	1771	1908			
SOFTBALL	VARSITY	2725	2998	3271	3543	3815			
	JV	2049	2255	2460	2665	2870			
	MODIFIED	1363	1498	1635	1771	1908			
TENNIS		2725	2998	3271	3543	3815			
TRACK & FIELD	BOYS VARSITY	2725	2998	3271	3543	3815			
	ASSISTANT BOYS	2320	2552	2784	3016	3248			
	MODIFIED BOYS	1363	1498	1635	1771	1908			
	GIRLS VARSITY	2725	2998	3271	3543	3815			
	ASSISTANT GIRLS	2320	2552	2784	3016	3248			
	MODIFIED GIRLS	1363	1498	1635	1771	1908			
VOLLEYBALL	VARSITY	2744	2998	3271	3543	3815			
	JV	2049	2255	2460	2665	2870			
	MODIFIED	1363	1498	1635	1771	1908			
WRESTLING	VARSITY	3243	3534	3893	4216	4541			
	JV	2432	2675	2919	3162	3405			
	MODIFIED	1622	1784	1946	2109	2270			
LACROSSE	VARSITY	2725	2998	3271	3543	3815			

COACH.XLS.S2

APPENDIX C
COORDINATORS, COUNSELORS, CHAIRPERSONS, GAME AND
DANCE SUPERVISION, SCHOOL PSYCHOLOGISTS

ELEMENTARY COMPUTER COORDINATOR*	2000-2001	2001-2002	2002-2003
BALLARD	2360	2360	2360
HARRISON	2360	2360	2360
MOREAU	2360	2360	2360
TANGLEWOOD	2360	2360	2360
DISTRICT COMPUTER COORDINATOR*	2700	2700	2700
AUDIO VISUAL COORDINATOR*			
MIDDLE SCHOOL	1350	1350	1350
SENIOR HIGH	1530	1530	1530
GUIDANCE COUNSELORS			
PROVISIONAL CERTIFICATE	1134	1157	1180
PERMANENT CERTIFICATE	2507	2557	2436
(GUIDANCE COUNSELORS EMPLOYED ON 10-MINUTH BASIS SHALL BE NOTIFIED OF ANY AVAILABLE SUMMER WORK NO LATER THAN JUNE 1 OF EACH YEAR.)			
SCHOOL PSYCHOLGISTS	2341	2388	2436
GAME AND DANCE SUPERVISION (paid sponsoring activity supervisor excepted)			
HOME - PER EVENT	38.51	39.27	40.04
AWAY - PER EVENT	50	51	52
Department Chairpersons*	2000-2001	2001-2002	2002-2003
Art (K-12)	2700	2700	2700
Music (K-12)	2700	2700	2700
Physical Education (K-12)	2700	2700	2700
Commercial (Business)	2700	2700	2700
Foreign Language	2700	2700	2700
Technology	2700	2700	2700
English: Junior High	2700	2700	2700
Senior High	2700	2700	2700
Mathematics: Junior High	2700	2700	2700
Senior High	2700	2700	2700
Science: Junior High	2700	2700	2700
Senior High	2700	2700	2700
Social Studies: Junior High	2700	2700	2700
Senior High	2700	2700	2700

*These provisions shall be inoperative and not applicable while such special assignments are eliminated.

In addition to the remuneration provided, Department Chairpersons* at the secondary level (grades 7-12) will be granted up to six (6) school days each school year and district-wide Department Chairpersons (K-12) will be granted up to eight (8) school days each school year to perform duties related to this position. Such days will be agreed upon through consultation between the Department Chairperson and the Building Principal involved.

Where enrollments permit the retention of basic class size guidelines established within this Agreement and scheduling can be so developed, department chairpersons will be given preference and priority for release from one of the regular teaching assignments. Where the possibility of such arrangement exists, the Building Principal and Department Chairperson involved will confer accordingly.

In addition to the remuneration provided, the District Computer Coordinator* will be granted up to ten (10) school days (released time), as approved by the Assistant Superintendent, to perform duties related to this position. Additional compensation at a daily rate of 1/200 of his/her salary for up to five (5) days in July and August shall be provided, as requested by the Assistant Superintendent.

APPENDIX D (1)
SPECIAL ASSIGNMENTS - ADVISORS 2000-2001

		1	2	3	4	5
BUSINESS CLUB:						
	SENIOR HIGH	1602	1763	1923	2042	2243
	MIDDLE SCHOOL	909	1001	1091	1159	1273
CLASS ADVISORS:						
	FRESHMAN	1018	1119	1221	1297	1425
	SOPHOMORE	1018	1119	1221	1297	1425
	JUNIOR	1093	1203	1312	1393	1531
	SENIOR	1093	1203	1312	1393	1531
DRAMATICS:						
	MIDDLE SCHOOL	2056	2262	2468	2621	2879
	SENIOR HIGH	2056	2262	2468	2621	2879
NEWSPAPER:						
	MIDDLE SCHOOL	1093	1203	1312	1393	1531
	SENIOR HIGH	1093	1203	1312	1393	1531
STUDENT COUNCIL:						
	MIDDLE SCHOOL	1277	1405	1533	1623	1788
	SENIOR HIGH	1418	1560	1701	1807	1985
VARSITY CLUB:						
	BOYS	909	1001	1091	1159	1273
	GIRLS	909	1001	1091	1159	1273
YEARBOOK:						
	ADVISOR	3345	3679	4014	4263	4683
	BUSINESS MANAGER	1050	1155	1260	1338	1470
HONOR SOCIETY:						
	MIDDLE SCHOOL	909	1001	1091	1159	1273
	SENIOR HIGH	909	1001	1091	1159	1273
SADA:						
	SENIOR HIGH	909	1001	1091	1159	1273
SADA:						
	JUNIOR HIGH	909	1001	1091	1159	1273
	KEY CLUB	909	1001	1091	1159	1273
	FORENSICS	909	1001	1091	1159	1273

APPENDIX D (2)
SPECIAL ASSIGNMENTS - ADVISORS 2001-2002

		1	2	3	4	5
BUSINESS CLUB:						
	SENIOR HIGH	1602	1798	1961	2083	2288
	MIDDLE SCHOOL	909	1021	1113	1182	1298
CLASS ADVISORS:						
	FRESHMAN	1018	1141	1245	1323	1453
	SOPHOMORE	1018	1141	1245	1323	1453
	JUNIOR	1093	1227	1338	1421	1562
	SENIOR	1093	1227	1338	1421	1562
DRAMATICS:						
	MIDDLE SCHOOL	2056	2308	2518	2673	2937
	SENIOR HIGH	2056	2308	2518	2673	2937
NEWSPAPER:						
	MIDDLE SCHOOL	1093	1227	1338	1421	1562
	SENIOR HIGH	1093	1227	1338	1421	1562
STUDENT COUNCIL:						
	MIDDLE SCHOOL	1277	1433	1564	1655	1824
	SENIOR HIGH	1418	1591	1735	1843	2025
VARSITY CLUB:						
	BOYS	909	1021	1113	1182	1298
	GIRLS	909	1021	1113	1182	1298
YEARBOOK:						
	ADVISOR	3345	3753	4094	4348	4776
	BUSINESS MANAG	1050	1178	1285	1365	1499
HONOR SOCIETY:						
	MIDDLE SCHOOL	909	1021	1113	1182	1298
	SENIOR HIGH	909	1021	1113	1182	1298
SADA:						
	SENIOR HIGH	909	1021	1113	1182	1298
SADA:						
	JUNIOR HIGH	909	1021	1113	1182	1298
	KEY CLUB	909	1021	1113	1182	1298
	FORENSICS	909	1021	1113	1182	1298

APPENDIX D (3)
SPECIAL ASSIGNMENTS - ADVISORS 2002-2003

		1	2	3	4	5
BUSINESS CLUB:						
	SENIOR HIGH	1634	1834	2000	2124	2334
	MIDDLE SCHOOL	927	1041	1135	1206	1324
CLASS ADVISORS:						
	FRESHMAN	1038	1164	1270	1349	1483
	SOPHOMORE	1038	1164	1270	1349	1483
	JUNIOR	1115	1251	1365	1449	1593
	SENIOR	1115	1251	1365	1449	1593
DRAMATICS:						
	MIDDLE SCHOOL	2097	2354	2568	2727	2996
	SENIOR HIGH	2097	2354	2568	2727	2996
NEWSPAPER:						
	MIDDLE SCHOOL	1115	1251	1365	1449	1593
	SENIOR HIGH	1115	1251	1365	1449	1593
STUDENT COUNCIL:						
	MIDDLE SCHOOL	1303	1461	1595	1689	1860
	SENIOR HIGH	1446	1623	1770	1880	2065
VARSITY CLUB:						
	BOYS	927	1041	1135	1206	1324
	GIRLS	927	1041	1135	1206	1324
YEARBOOK:						
	ADVISOR	3411	3828	4176	4435	4872
	BUSINESS MANAG	1071	1201	1311	1392	1529
HONOR SOCIETY:						
	MIDDLE SCHOOL	927	1041	1135	1206	1324
	SENIOR HIGH	927	1041	1135	1206	1324
SADA:						
	SENIOR HIGH	927	1041	1135	1206	1324
SADA:						
	JUNIOR HIGH	927	1041	1135	1206	1324
	KEY CLUB	927	1041	1135	1206	1324
	FORENSICS	927	1041	1135	1206	1324

APPENDIX E
OBSERVATION AND EVALUATION FORMS

GUIDELINES

The following is merely to qualify the broad topics contained in the Observation Form. It is conceivable that an observer would not be able to make all of the observations listed.

1. **Goals**

Are they related to current and/or life problems?
Does the teacher develop critical thinking?
Does the teacher use the experiences of students for new ideas?

Are goals clear to students?

2. **Variety of Instructional Materials and Activities**

Does the teacher use reference books, charts, maps, films, etc.? Does the teacher utilize elements of the environment -- field trips, lay speakers, etc.?

3. **Pupil Control**

Does the teacher establish consistent standards for pupil behavior so that maximum learning can take place and achieve control by encouraging self-discipline in students?

4. **Student Participation**

Are students given some opportunities to participate in the learning process through the use of a variety of methods and materials?

5. **Mode of Instruction**

Lecture
Individualized Instruction
Programmed Instruction
Small Group Discussion
Pupil Directed
Teacher Directed

6. **Learning Environment**

Does the teacher consider the learning environment so that conditions do not detract from the learning situation?

7. Development of Lesson

Is the course of study followed, but modified when necessary to meet the needs of the class?

Is there evidence of daily and long-term planning and preparation of work?

Is the class attentive and participating with enthusiasm?

Is attention given to individual differences (knows pupils, analyzes needs, applies remedial measures)?

Does the lesson show knowledge of subject and/or other fields?

Is there originality in presentation?

Are ideas developed clearly and definitely?

Is the instructor creative in adapting instruction to the pupils?

Are supplementary materials used in a stimulating manner?

Are assignments clear and reasonable?

8. Other

Appearance
Speech

Observation

Copy of observation form will be left with the observee, preferably immediately following the observation. Whenever possible and feasible, observee should have advance notice of the observation.

Evaluation

Conference and evaluation summary should occur as soon as possible and convenient following observation. Evaluation should include: comments regarding the areas identified on the Observation Form whenever that behavior has been observed.

The observee may need and request an opportunity to think about the results of the conference prior to writing his own comments regarding the conference. These requests should be granted. The time intervals between the conference and the recording of comments by the observee should be determined by mutual agreement between the observer and observee.

SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT
South Glens Falls, New York 12801

TEACHER OBSERVATION FORM

Teacher: _____ Subject: _____ Grade: _____
Observer: _____ Date: _____

1. GOALS	5. MODE OF INSTRUCTION
2. VARIETY OF INSTRUCTIONAL MATERIALS AND ACTIVITIES	6. LEARNING ENVIRONMENT
3. PUPIL CONTROL	7. DEVELOPMENT OF LESSON
4. STUDENT PARTICIPATION	8. OTHER

REMARKS REGARDING OBSERVATION

Please complete in triplicate
(1 copy for: teacher, administrator, Administrative Center personnel file)

SOUTH GLENS FALLS CENTRAL SCHOOL DISTRICT
South Glens Falls, New York 12801

EVALUATION REPORT

Observee: _____ Subject: _____ Grade: _____

Observer: _____ Date: _____

EVALUATION: _____

REMARKS OF OBSERVEE: _____

RECOMMENDATIONS: _____

Signature of Observer

Signature of Observee

Teacher's signature does not necessarily denote agreement with all factors of the evaluation,
but merely that he is aware of its content.

Please complete in triplicate

(1 copy for: teacher, administrator, Administrative Center personnel file)

APPENDIX F

GRIEVANCE FORM

Date Filed: _____

Stage: _____

Aggrieved Party: _____

Nature of the Grievance: _____

Redress Sought: _____

Submitted by: _____

Grievance Form (continued)

ADMINISTRATIVE REPLY
(WRITTEN DECISION)

This image shows a single sheet of white paper with horizontal black ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slightly textured appearance and some minor blemishes or dust specks. The edges of the paper are slightly irregular.

Date: _____

Stage: _____

Signed by: _____

*Additional pages may be used where necessary.

SCHOOL CALENDAR

Sidebar #1

WHEREAS, the South Glens Falls Central School District (hereinafter the "District") and the South Glens Falls Faculty Association (hereinafter the "Association") are mutually interested in establishing a school calendar.

THEREFORE, the parties mutually agree to the following:

The Association agrees to one additional day, outside the school calendar, prior to the beginning of the school year (between July 1 and the opening of school) for the purpose of building level organization. Such date will be determined before close of the previous year by each individual building faculty. The selected date will be scheduled by the Building Principal and applicable faculty subject to approval by the Superintendent of Schools. In the event the Principal and applicable faculty cannot agree on a mutual date, the Superintendent of Schools with the Association President shall establish a date.

FURTHERMORE, the parties mutually agree that this agreement will be effective July 1, 2000 to June 30, 2003.

South Glens Falls Central School District
South Glens Falls, New York

Sidebar #2
Memorandum of Agreement

between the

Superintendent of the South Glens Falls Central School District

and

the South Glens Falls Faculty Association

**RETIREMENT INCENTIVE
1999-2003**

WHEREAS, the South Glens Falls Central School District (hereinafter the "District") and the South Glens Falls Faculty Association (hereinafter the "Association") are mutually interested in providing a retirement incentive for those teachers who, by June 30, 2000, will be eligible for retirement pursuant to the rules and regulations of the New York State Teachers' Retirement system,

THEREFORE, the parties mutually agree to the following:

1. (A) The parties mutually agree that any Association employee who has rendered a minimum of **15 years full-time equivalent** and who will be eligible to retire by June 30, 2000, pursuant to the rules and regulations of the New York State Teachers Retirement System and who submits an irrevocable letter of resignation by May 19, 2000, severing his/her employment with the South Glens Falls Central School District, effective June 30, 2000. Such eligible Association employee will be paid a retirement incentive in the amount of \$18,500 to be paid no later than October 30, 2000. Any Association employee who agrees to this retirement incentive shall not be entitled to receive any benefits under Article XII (A) 1,2,3,4,5, but shall be entitled to benefits under Article XII(B) 1,2,3,4,5,6.
- (B) The parties agree that this provision will not become effective unless a minimum of **6** qualified irrevocable letters of resignation for retirement

purposes, effective June 30, 2000 pursuant to the rules and regulations of the New York State Teachers Retirement System are received by the Superintendent of Schools with a copy to the Clerk of the Board of Education by the end of the workday, May 19, 2000.

- (C) The parties further agree that selection of this retirement incentive option as described herein in paragraph 1A will be applicable only to those Association members selecting this option with an effective retirement date of June 30, 2000.
- 2.
- A) The parties mutually agree that any Association employee who has rendered a minimum of **15 years full-time equivalent** and who will be eligible to retire by June 30, 2001, pursuant to the rules and regulations of the New York State Teachers Retirement System and who submits an irrevocable letter of resignation by April 15, 2001, severing his/her employment with the South Glens Falls Central School District, effective June 30, 2001. Such eligible Association employee will be paid a retirement incentive in the amount of \$18,500 to be paid no later than October 30, 2001. Any Association employee who agrees to this retirement incentive shall not be entitled to receive any benefits under Article XII (A) 1,2,3,4,5, but shall be entitled to benefits under Article XII(B) 1,2,3,4,5,6.
 - B) The parties agree that this provision will not become effective unless a minimum of **6** qualified irrevocable letters of resignation for retirement purposes, effective June 30, 2001 pursuant to the rules and regulations of the New York State Teachers Retirement System are received by the Superintendent of Schools with a copy to the Clerk of the Board of Education by the end of the workday, April 15, 2001 (If more than six Association employees submitted irrevocable letters for retirement purposes by April 15, 2000 effective June 30, 2000, then the minimum of six retiree resignations required in this paragraph shall be reduced accordingly.)
 - (C) The parties further agree that selection of this retirement incentive option as described herein in paragraph 2A will be applicable only to those Association members selecting this option with an effective retirement date of June 30, 2001.
- 3.
- A) The parties mutually agree that any Association employee who has rendered a minimum of **15 years full-time equivalent** and who will be eligible to retire by June 30, 2002, pursuant to the rules and regulations of the New York State Teachers Retirement System and who submits an irrevocable letter of resignation by April 15, 2002, severing his/her

employment with the South Glens Falls Central School District, effective June 30, 2002. Such eligible Association employee will be paid a retirement incentive in the amount of \$18,500 to be paid no later than October 30, 2002. Any Association employee who agrees to this retirement incentive shall not be entitled to receive any benefits under Article XII (A) 1,2,3,4,5, but shall be entitled to benefits under Article XII(B) 1,2,3,4,5,6.

- (B) The parties agree that this provision will not become effective unless a minimum of 6 qualified irrevocable letters of resignation for retirement purposes, effective June 30, 2003 pursuant to the rules and regulations of the New York State Teachers Retirement System are received by the Superintendent of Schools with a copy to the Clerk of the Board of Education by the end of the workday, April 15, 2002. (If more than six Association employees submitted irrevocable letters for retirement purposes by April 15, 2001 effective June 30, 2001, then the minimum of six retiree resignations required in this paragraph shall be reduced accordingly.)
- (C) The parties further agree that selection of this retirement incentive option as described herein in paragraph 3A will be applicable only to those Association members selecting this option with an effective retirement date of June 30, 2002.

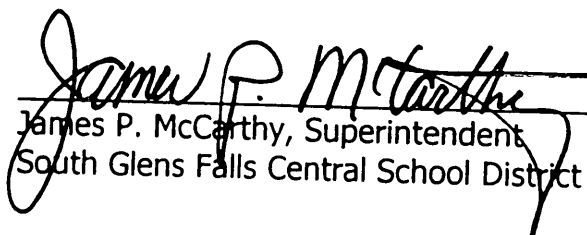
- 4. Each member of the bargaining unit shall be eligible for both part A and part B as described under Article XII, except for Association members who have elected to exercise their rights under this and any other side bar memoranda of agreement providing a retirement incentive or termination pay. In that case, the Association member will be eligible for Part B only.

The parties further agree that the employees meeting the retirement qualifications as mentioned in paragraph 1 may elect to receive benefits stipulated under Article XII (A) 1. Specifically, the District will pay 100 percent of the health insurance premiums for life starting at the member's first year of Medicare eligibility. Members selecting this option will also be entitled to benefits described under Article XII (B) 1,2,3,4,5, and 6. However, they will not be entitled to the monetary retirement incentive in the amount of \$18,500.

- 5. The parties mutually agree that these letters of resignation may be contingent upon the retirement incentive plan becoming operational by the above referenced date in the paragraph for the respective year of the benefit.
- 6. The parties further agree that this Memorandum of Agreement is subject to ratification by the Association and ratification and approval by the Board of Education.

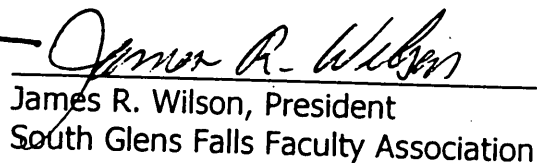
7. Association members who have elected to execute the options available under this sidebar memorandum of agreement, dated , 2000, shall not be eligible for retirement incentives offered in Article XII, except for those items specified under Part B.
8. The parties further agree that this retirement incentive language shall become null and void and sunset as of June 30, 2003.

It is agreed by and between the parties that any provision of this agreement requiring legislative action to permit its implementation by amendment or law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given its approval.


James P. McCarthy, Superintendent
South Glens Falls Central School District

Date

5-8-00


James R. Wilson, President
South Glens Falls Faculty Association

Date

5-8-00